

CONFIDENTIAL

MC-060

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FOR COURT USE ONLY

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ATTORNEY FOR: PLAINTIFF OTHER (specify):**SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles**

STREET ADDRESS: 111 N. Hill Street
MAILING ADDRESS: 111 N. Hill Street
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Stanley Mosk Courthouse

PLAINTIFF: [UNDER SEAL]

DEFENDANT: [UNDER SEAL]

CASE NUMBER:

CONFIDENTIAL COVER SHEET-FALSE CLAIMS ACTION

INSTRUCTIONS: This civil action is brought under the False Claims Act, Government Code section 12650 et seq. The documents filed in this case are under seal and are confidential pursuant to Government Code section 12652(c).

This Confidential Cover Sheet must be affixed to the caption page of the complaint and to any other paper filed in this case until the seal is lifted.

You should check with the court to determine whether papers filed in False Claims Act cases must be filed at a particular location.

Seal to expire on (date):

UNLESS:

- (1) Motion to extend time is pending; or
(2) Extended by court order

1. The document to which this cover sheet is affixed is:

- a. Complaint for damages for violation of the False Claims Act
 - b. Civil Case Cover Sheet (form 982.2(b)(1))
 - c. Motion for an extension of time to intervene
 - d. Affidavit or other document in support of the motion for an extension of time
 - e. Order extending time to intervene (specify date order expires):
 - f. Other order (describe):
-
- g. Notice from the Attorney General of additional prosecuting authority that may have access to the file
 - h. Other (describe):

2. This *Confidential Cover Sheet* and the attached document must each be separately file-stamped by the clerk of the court.

Date: March 23, 2017

Page 1 of 1

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14 Attorneys for Plaintiff
15 JENA VASQUEZ

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **COUNTY OF LOS ANGELES**

18 JENA VASQUEZ, an individual and Qui Tam
19 Plaintiff, on behalf of herself and the State of
20 California and the City of Los Angeles;

21 Plaintiff,

22 v.

23 HOLLYWOOD BEAUTIFICATION TEAM, a
24 California business entity; SHARYN ROMANO,
25 an individual; DANIELLE MORRISON, an
individual; JUDY MAPILE, an individual; and
DOES 1 to 25, inclusive,

26 Defendants.

27 CASE NO.:

28 **COMPLAINT FOR DAMAGES:**

- (1) **QUI TAM [Gov't Code §§ 12651, 12652(c)]**
- (2) **RETALIATION [Gov't Code § 12653]**
- (3) **WHISTLEBLOWER RETALIATION [Lab. Code §1102.5]**
- (4) **CONSTRUCTIVE WRONGFUL TERMINATION**
- (5) **NONPAYMENT OF WAGES UPON SEPARATION [Lab. Code § 203]**
- (6) **UNFAIR BUSINESS PRACTICES [Bus. & Prof. Code §§ 17200 et seq.]**

29 **DEMAND FOR JURY TRIAL**

30 COMES NOW, Plaintiff, JENA VASQUEZ, an individual and Qui Tam Plaintiff, on
31 behalf of herself and the State of California and the City of Los Angeles, for causes of action
32 against Defendants, HOLLYWOOD BEAUTIFICATION TEAM, a California business entity;
33 SHARYN ROMANO, an individual; DANIELLE MORRISON, an individual; JUDY MAPILE,
34 an individual; and DOES 1 to 25, inclusive, and each of them, complains and alleges as follows:
35

NATURE OF THE ACTION

2 1. This action arises from the fraudulent business practices of the HOLLYWOOD
3 BEAUTIFICATION TEAM that used illegal activities with projects and governmental contracts
4 in which several sums of money were defrauded from the State of California and the City of Los
5 Angeles.

JURISDICTION AND VENUE

7 2. Plaintiff is informed and believes, and thereupon alleges, venue lies properly with
8 this Court, as it is the place where at least one Defendant resides, is incorporated, or has its
9 principal place of business, a substantial amount of the events which give rise to this suit occurred
10 and/or a cause of action arose.

11 3. Plaintiff is informed and believes, and thereupon alleges, jurisdiction lies properly
12 with this Court, as the economic and non-economic damages caused to Plaintiff exceeds Twenty-
13 Five Thousand Dollars (\$25,000.00).

THE PARTIES

15 4. At all times herein relevant, Plaintiff, JENA VASQUEZ, is and was an individual
16 residing in the County of Los Angeles, State of California.

17 5. Plaintiff, JENA VASQUEZ, also brings this action as a Qui Tam Plaintiff on behalf
18 of and in the name of the State of California, and the City of Los Angeles.

19 6. At all times herein relevant, Plaintiff is informed and believes, and thereupon
20 alleges, that Defendant HOLLYWOOD BEAUTIFICATION TEAM, is, and at all times herein
21 mentioned was, a California business entity, doing business in the State of California, operating in
22 the State of California and availing itself of the privileges and obligations associated therewith.

23 7. On information and belief, Plaintiff thereupon alleges that Defendant
24 HOLLYWOOD BEAUTIFICATION TEAM is also doing business as LOS ANGELES
25 BEAUTIFICATION TEAM.

26 8. At all times herein relevant, Plaintiff is informed and believes, and thereupon
27 alleges, that Defendant SHARYN ROMANO is, and at all times herein mentioned was, an
28 individual who resided in the County of Los Angeles, State of California, and at all times herein

1 mentioned was the CEO of Defendant HOLLYWOOD BEAUTIFICATION TEAM.

2 9. At all times herein relevant, Plaintiff is informed and believes, and thereupon
3 alleges, that Defendant DANIELLE MORRISON is, and at all times herein mentioned was, an
4 individual who resided in the County of Los Angeles, State of California, and is the niece of
5 Defendant SHARYN ROMANO.

6 10. At all times herein relevant, Plaintiff is informed and believes, and thereupon
7 alleges, that Defendant JUDY MAPILE is, and at all times herein mentioned was, an individual
8 who resided in the County of Los Angeles, State of California, and is the sister of Defendant
9 SHARYN ROMANO.

10 11. The true names and capacities, whether individual, plural, corporate, partnership,
11 associate, or otherwise, of DOES 1 through 25, inclusive, are unknown to Plaintiff who therefore
12 sued said Defendants by such fictitious names. The full extent of the facts linking such
13 fictitiously sued Defendants is unknown to Plaintiff. Plaintiff is informed and believes, and
14 thereon alleges, that each of the Defendants designated herein as a DOE was, and is, negligent, or
15 in some other actionable manner, responsible for the events and happenings hereinafter referred
16 to, and thereby negligently, or in some other actionable manner, legally and proximately caused
17 the hereinafter described injuries and damages to Plaintiff. Plaintiff will hereafter seek leave of
18 the Court to amend this Complaint to show the Defendants' true names and capacities after the
19 same have been ascertained.

20 12. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
21 herein, Defendants, HOLLYWOOD BEAUTIFICATION TEAM, a California business entity;
22 SHARYN ROMANO, an individual; DANIELLE MORRISON, an individual; JUDY MAPILE,
23 an individual; and DOES 1 to 25, inclusive (hereafter "Defendants"), and each of them, were
24 agents, servants, employees, successors in interest, and/or joint venturers of their co-Defendants,
25 and were, as such, acting within the course, scope, and authority of said agency, employment,
26 and/or venture, and with the consent of their co-Defendants, and/or said acts were ratified by their
27 co-Defendants, and that each and every Defendant, as aforesaid, when acting as a principal, was
28 negligent in the selection and hiring, training, and supervision of each and every other Defendant

as an agent, servant, employee, successor in interest, and/or joint venture.

FACTUAL ALLEGATIONS

13. Defendants engaged in a practice and scheme of defrauding the State of California and the City of Los Angeles millions of dollars by falsifying invoices for projects performed by Defendants. The invoices were falsified by increasing the numbers of hours worked by Defendants' employees, charging the State of California and the City of Los Angeles for work performed by Defendants' volunteers, and inflating the quantity of materials used at a site or project.

14. Defendants would enter into contracts, or projects, with the State of California and the City of Los Angeles to provide landscaping and environmental services. Whatever the specific budget was allocated for a project, Defendants would falsify records and invoices so that Defendants would obtain 90% or more of the budget as payment from the State of California and the City of Los Angeles, even though Defendants' actual costs, including employees' salaries, would be between 25% and 50% of the budget allowed. Defendants falsified records to illegally obtain more money than was due from the State of California and the City of Los Angeles.

15. On or about 2014 through 2016, Defendants had a contract, or a project, with the State of California titled the California Fire Grant. During this time, Defendants planted 450 trees in the Palmdale area with 5 to 6 employees and numerous volunteers. Defendant SHARYN ROMANO invoiced the State of California for the hours worked by the volunteers and for additional trees beyond the 450 that were not planted, fully knowing that the submitted invoice was false. The State of California paid monies to Defendants for volunteer workers and trees that were not planted.

16. On or about 2013 through 2016, Defendants DANIELLE MORRISON and JUDY MAPILE received as part of the compensation from Defendant HOLLYWOOD BEAUTIFICATION TEAM mileage and a car allowance, yet neither defendant drove. The monies paid to Defendants DANIELLE MORRISON and JUDY MAPILE for mileage and car allowances came directly from the State of California and the City of Los Angeles. Defendant SHARYN ROMANO approved these benefits paid to Defendants DANIELLE MORRISON and

1 JUDY MAPILE. Additionally, Defendant would take \$450 per month during the same time
2 period as a travel allowance without incurring any travel expenses. This \$450 per month was paid
3 directly by the State of California and the City of Los Angeles.

4 17. On or about November 2014 through March 2016, Defendants entered into a
5 contract with the City of Los Angeles, Contract Number C-122619, Amendment 8, titled Keep
6 Los Angeles Beautiful – Rain Barrel Program. The contacts at the City of Los Angeles for this
7 program are Paul Racs and Francisco Campos. The project cost of this program was \$50,000.00,
8 yet the true costs of Defendants for this program was 1/3 of the collected amount from the City of
9 Los Angeles. Defendant SHARYN ROMERO forced Plaintiff to submit false and inflated
10 statements and invoices to the City of Los Angeles so that Defendants would be paid more money
11 than what was owed. Defendant SHARYN ROMERO did so while knowing that the invoices and
12 statements were false.

13 18. Defendants also participated in several fraudulent billing practices against the City
14 of Los Angeles in projects called Environmental & Enhancement Mitigation Programs. Program
15 9 began on or around January 2012 and is still continuing, and has a cost of \$175,000.00, but
16 Defendant SHARYN ROMERO has required inflated employee hours and fabricated materials to
17 be falsely billed to the City of Los Angeles from Program 9. Program 10 has concluded and had
18 project costs of \$92,000.00, which was also based upon falsified employee hours and materials
19 that were not used. Program 11 began on or around June 2013 and concluded in 2015, and had a
20 project cost of \$200,000.00, which was also based upon falsified employee hours and materials
21 that were not used.

22 19. On or about July 2016 through December 2016, Defendants entered into a contract,
23 or project, with the State of California titled Prop 84 Eagle Rock Elementary (“Eagle Rock
24 Project”). Defendants were to provide services of restoring the landscape and environment at
25 Eagle Rock Elementary School located at 2057 Fair Park Avenue, Los Angeles, California 90041.

26 20. With the Eagle Rock Project, Defendants were given a budget of \$350,000.00, and
27 their main contact at the State of California was Jocelyn Raphael. Defendants knowingly
28 presented numerous falsified records, statements, and invoices to Mrs. Raphael and the State of

1 California to obtain money not due or owed.

2 21. During the course of the Eagle Rock Project, Plaintiff was required to submit
3 records, statements, and invoices on a monthly basis to Mrs. Raphael for the services performed,
4 hours worked, and materials used by Defendants. Before initially submitting the records,
5 statements, and invoices, Defendant SHARYN ROMANO would require that Plaintiff and other
6 employees inflate the hours worked on the project, typically by two hours per employee per day,
7 and the amount of materials used so that the State of California would be charged more than the
8 services performed and the materials used. If Mrs. Raphael struck any items from submitted
9 records and invoices, Defendant SHARYN ROMANO would require Plaintiff to make up the
10 difference in an invoice by resubmitting the invoice with additional falsely worked hours by
11 employees.

12 22. Defendants have two other contracts, or projects with the City of Los Angeles,
13 through the Office of Community Beautification. The Graffiti Removal Project and the LA Clean
14 Streets Project, Contract No. C-122619, Amendment 9, both began on or around July 2016 and
15 are planned to go through June 2017. The Graffiti Removal Project has a budget of \$640,000.00,
16 and the LA Clean Streets Project has a budget of \$75,000.00. Defendants wanted Plaintiff to
17 falsify invoices and billings for these two projects so that Defendants could obtain as much of the
18 \$640,000.00 and \$75,000.00 as possible, even though Defendants true labor and material costs
19 were well below those values. Plaintiff's refusal to falsify statements and invoices for these
20 projects, amongst others, led to the constructive termination of Plaintiff on November 30, 2016.

21 23. On or about 2015, Defendant SHARYN ROMANO received \$650,000.00 from the
22 Los Angeles City Council District 11 to pay off the mortgage for Defendant HOLLYWOOD
23 BEAUTIFICATION TEAM's offices. However, Defendant SHARYN ROMANO used this
24 money which was earmarked for Defendants' mortgage only, and embezzled this money in other
25 projects. Some of the money was used at the Eagle Rock Project without the consent or approval
26 by the State of California or the City of Los Angeles.

27 24. On or about 2003 until 2013, Defendant DANIELLE MORRISON had left
28 employment at the Hollywood Beautification Team, but she still collected a salary of around

1 \$86,631.62 during those years. Upon Defendant DANIELLE MORRISON's official return in
2 2013, she continued to receive a salary yet not perform any duties or services at the Hollywood
3 Beautification Team. From January 2015 through April 2016, Defendant DANIELLE
4 MORRISON worked only 49 official days, yet collected her full salary. Defendant DANIELLE
5 MORRISON collecting a salary at all aforementioned times was approved and ratified by
6 Defendant SHARYN ROMANO. Monies paid to Defendant DANIELLE MORRISON during
7 these periods came from the State of California and the City of Los Angeles.

8 25. Defendants submitted false records, statements, and invoices to the State of
9 California and the City of Los Angeles in the above mentioned conduct, while Defendants had
10 actual knowledge that the records, statements, and invoices were false. Defendants had admitted
11 to Plaintiff that the Defendants knew that they were submitting false information, and that the
12 funds requested by Defendants exceeded the amount to which they were entitled to.

13 26. The Qui Tam Plaintiff is the “original source” of information about the false claims
14 and invoices of Defendants in that the Qui Tam Plaintiff is voluntarily providing the information
15 to the State of California and the City of Los Angeles while filing this action under seal. As a
16 result of providing this information, the State of California and the City of Los Angeles is
17 afforded an opportunity to investigate the allegations contained herein and given an opportunity to
18 intervene.

FIRST CAUSE OF ACTION

QUI TAM [Gov't Code §§ 12651, 12652(c)]

(By Qui Tam Plaintiff Against All Defendants)

22 27. Plaintiff re-alleges and incorporates herein by reference each and every allegation
23 and statement contained in the prior paragraphs, as though fully set forth herein.

24 28. This is a claim for treble damages and forfeitures under the California False Claims
25 Act, Gov't Code §§ 12651, 12652(c).

26 29. Through the acts described above, Defendants and their agents and employees
27 knowingly presented and caused to be presented to officers and employees of the State of
28 California and the City of Los Angeles false or fraudulent invoices in order to charge them false

amounts due for services performed under government contracts.

30. Through the acts described above, Defendants and their agents and employees knowingly made, used, or caused to be made or used, false records or statements to get such false or fraudulent invoices paid by the State of California and the City of Los Angeles.

31. Through the acts described above, Defendants and their agents and employees knowingly made, used, or caused to be made or used, false records or statements to overcharge and to increase the obligation to pay money by the State of California and the City of Los Angeles.

32. The State of California and the City of Los Angeles, unaware of the falsity of the records, statements, and invoices made or submitted by Defendants and their agents and employees, paid and continue to pay Defendants for invoices that would not be paid if the truth were known.

33. As a direct result of the Defendants' false records, statements, invoices, and omissions, the State of California and the City of Los Angeles has been damaged in an amount of millions of dollars in false and inflated invoices and charges, to be proven at trial.

34. The limitations of provisions of Gov't Code § 12654(a) make this complaint timely with respect to all violations occurring within a ten-year period from the date of filing of this complaint.

SECOND CAUSE OF ACTION

RETALIATION [Gov't Code § 12653]

(By Plaintiff Against All Defendants)

35. Plaintiff re-alleges and incorporates herein by reference each and every allegation and statement contained in the prior paragraphs, as though fully set forth herein.

36. At all relevant times mentioned herein, Plaintiff was employed by Defendants in performing accounting duties.

37. At all relevant times mentioned herein, Defendants required that Plaintiff falsify records, statements, and invoices to the State of California and the City of Los Angeles in violation of public policy.

1 38. Plaintiff wished to stop the false records, statements, and invoices that were sent to
2 the State of California and the City of Los Angeles. Plaintiff informed Defendants that the
3 fraudulent practices need to stop, and instead of agreeing with Plaintiff, Plaintiff was threatened
4 and harassed by Defendants. The working environment became so toxic that a reasonable person
5 in Plaintiff's position would have no reasonable alternative except to resign.

6 39. On or about November 30, 2016, Plaintiff resigned because she was required by
7 Defendants to submit false records, statements, and invoices to the State of California and the
8 City of Los Angeles. Plaintiff's resignation was at the request of Defendants.

9 40. As a legal, direct, and proximate result of the aforementioned conduct of
10 Defendants, Plaintiff sustained general and special damages. Defendants' actions have caused,
11 and continue to cause Plaintiff to suffer mental and emotional pain and suffering. The exact
12 amount of Plaintiff's damages will be stated according to proof, pursuant to California Code of
13 Civil Procedure Section 425.10.

THIRD CAUSE OF ACTION

WHISTLEBLOWER RETALIATION [Lab. Code §1102.5]

(By Plaintiff Against All Defendants)

17 41. Plaintiff re-alleges and incorporates herein by reference each and every allegation
18 and statement contained in the prior paragraphs, as though fully set forth herein.

19 42. Labor Code section 1102.5(c) provides, in relevant part, that: "An employer, or any
20 person acting on behalf of the employer, shall not retaliate against an employee for refusing to
21 participate in an activity that would result in a violation of state or federal statute, or a violation of
22 or noncompliance with a local, state, or federal rule or regulation."

23 43. Labor Code section 1103 makes a violation of Labor Code section 1102.5 a
24 misdemeanor.

25 44. In retaliating against and constructively discharging Plaintiff, Defendants have
26 violated Labor Code section 1102.5.

FOURTH CAUSE OF ACTION

CONSTRUCTIVE WRONGFUL TERMINATION

(By Plaintiff Against All Defendants)

45. Plaintiff re-alleges and incorporates herein by reference each and every allegation and statement contained in the prior paragraphs, as though fully set forth herein.

46. Defendants requirement that Plaintiff falsify records, statements, and invoices to the State of California and the City of Los Angeles is against public policy.

47. Defendants requirement that Plaintiff falsify records, statements, and invoices to the State of California and the City of Los Angeles is so intolerable that a reasonable person in Plaintiff's position would have no reasonable alternative except to resign.

48. On or about November 30, 2016, Plaintiff resigned because she was required by Defendants to submit false records, statements, and invoices to the State of California and the City of Los Angeles. Plaintiff's resignation was at the request of Defendants.

49. As a legal, direct, and proximate result of the aforementioned conduct of Defendants, Plaintiff sustained general and special damages. Defendants' actions have caused, and continue to cause Plaintiff to suffer mental and emotional pain and suffering. The exact amount of Plaintiff's damages will be stated according to proof, pursuant to California Code of Civil Procedure Section 425.10.

FIFTH CAUSE OF ACTION

NONPAYMENT OF WAGES UPON SEPARATION [Lab. Code § 203]

(By Plaintiff Against All Defendants)

50. Plaintiff re-alleges and incorporates herein by reference each and every allegation and statement contained in the prior paragraphs, as though fully set forth herein.

51. California Labor Code §§ 201 and 202 requires Defendants to pay all compensation due and owing to former employees at or around the time employment is terminated. Section 203 of the California Labor Code provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by §§ 201 and 202, then the employer is liable for penalties in the form of continued compensation up to thirty (30) work days.

52. At all times relevant during the liability period, Plaintiff was an employee of

Defendants covered by Labor Code § 203.

53. Plaintiff was not paid her final paycheck for her work performed for twenty-one (21) days after her termination.

54. Defendants willfully failed to pay Plaintiff upon her termination or separation from employment with Defendants as required by California Labor Code §§ 201 and 202. As a result, Defendants are liable to Plaintiff for waiting time penalties amounting to twenty-one (21) days wages for Plaintiff pursuant to California Labor Code § 203.

SIXTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES [Bus. & Prof. Code §§ 17200 et seq.]

(By Plaintiff Against All Defendants)

55. Plaintiff re-alleges and incorporates herein by reference each and every allegation and statement contained in the prior paragraphs, as though fully set forth herein.

56. Defendants' conduct described herein violated the Unfair Competition Law (the "UCL"), codified at California Business and Professions Code section 17200, et seq., because defendants engaged in unfair competition by knowingly charging the State of California and the City of Los Angeles fees and invoices that were false and fraudulent. As described herein, Defendants' business practices are unethical, oppressive, and/or offend established public policies.

57. Defendants' omissions described herein have deceived the State of California, the City of Los Angeles, and members of the public.

58. Defendants business practices alleged herein are unlawful because they violate California Governmental Code §§ 12650.

59. Defendants' business practices alleged herein are unfair because Defendants' business practices threaten an incipient violation of California laws, violates the policy and spirit of such laws, and otherwise significantly threatens and harms the State of California, the City of Los Angeles, and its consumers.

60. Plaintiff, on behalf of the State of California and the City of Los Angeles, has been actually harmed and suffered injury-in-fact as a result of Defendants' conduct.

61. As a result of the conduct described herein, Defendants have been unjustly enriched at the expense of Plaintiff, the State of California, and the City of Los Angeles.

62. Plaintiff is entitled to equitable relief, including restitution of improperly retained income and disgorgement of profits, attorneys' fees and costs, and permanent equitable relief to prevent such conduct in the future.

63. Defendants' unfair business practices described herein are immoral, unethical, oppressive, unscrupulous, unconscionable, and/or substantially injurious to members of the public, including Plaintiff.

PRAYER FOR DAMAGES

WHEREFORE, Plaintiff hereby pray for judgment against Defendants, and each of them, as follows:

1. For injunctive relief to prevent Defendants from further violation of Gov't Code § 12650;
 2. For the assessment of treble damages against the Defendants for the damages sustained by the State of California and the City of Los Angeles;
 3. For a civil penalty between \$5,500.00 and \$11,000.00 to be assessed against Defendants in favor of the State of California and the City of Los Angeles for each violation;
 4. For Plaintiff be awarded the maximum amount allowed pursuant to Gov't Code § 12651(a);
 5. For general damages (also known as non-economic damages), in an amount in excess of the jurisdictional minimum, according to proof;
 6. For special damages (also known as economic damages), in excess of the jurisdiction minimum, according to proof;
 7. For restitution of the unjust benefits Defendants received from the conduct described herein;
 8. For prejudgment interest, according to proof;
 9. For any recoverable costs of suit incurred herein, according to proof;
 10. For attorneys fees, according to proof; and,
 11. For such other and further relief as the Court may deem just and proper for Plaintiff, the

1 State of California, and the City of Los Angeles.
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3

4 Dated: March 22, 2017 By: **THE LAW OFFICES OF GABRIEL H. AVINA**
THE LAW OFFICE OF KEVIN S. CONLOGUE

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7 Gabriel H. Avina, Esq.
8 Kevin S. Conlogue, Esq.
9 *Attorneys for Plaintiff*

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury as to all causes of action allowed by law.

Dated: March 22, 2017 By: **THE LAW OFFICES OF GABRIEL H. AVINA**
THE LAW OFFICE OF KEVIN S. CONLOGUE

Gabriel H. Avina, Esq.
Kevin S. Conlogue, Esq.
Attorneys for Plaintiff